



**Illinois  
Central  
Gulf**

An **IC Industries** Company

**R. H. Hughes**  
Director  
Treasury Operations

**Illinois Central  
Gulf Railroad**  
Two Illinois Center  
233 North Michigan Avenue  
Chicago, IL 60601 - 5799  
(312) 565 1600

July 12, 1982

RECORDATION NO. *6935-2* Filed 1425

No. *2-210A092*

Honorable Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

**JUL 29 1982 12 25 PM**  
**INTERSTATE COMMERCE COMMISSION**

Date **JUL 29 1982**  
Fee \$ *10.00*  
ICC Washington, D. C.

Dear Ms. Mergenovich:

Pursuant to the provisions of 49 U.S.C. Section 11303 and the applicable regulations of the Interstate Commerce Commission, there are herewith transmitted for filing and recording a number of counterparts of an Amendment (substitution and deletion of Equipment) of Illinois Central Gulf Railroad Equipment Trust Agreement, Series 3. This document is a secondary document dated as of July 9, 1982. The primary document to which this is connected was recorded under Recordation No. 6935 on February 21, 1973.

A check payable to the order of the Interstate Commerce Commission for the \$10.00 recording fee applicable to this filing is enclosed herewith.

The names and addresses of the parties to the document are as follows:

Trustee and Lessor:

Morgan Guaranty Trust Company of New York  
30 West Broadway  
New York, New York 10015

Lessee:

Illinois Central Gulf Railroad Company  
233 North Michigan Avenue  
Chicago, Illinois 60601

A description of the equipment covered by this Amendment follows:

One (1) SD-20 Locomotive, Numbered 2010 and  
Four (4) GP-11 Locomotives, Numbered 8727-8730,  
inclusive.

RECEIVED  
JUL 29 12 18 PM '82  
I.C.C.  
FEE OPERATION BR.

*Agatha L. Mergenovich*  
*Agatha L. Mergenovich*

A short summary of the document to appear in the index follows:

Amendment dated as of July 9, 1982, of an Equipment Trust Agreement dated as of February 15, 1973, with Recordation No. 6935, providing for the substitution of one (1) SD-20 Locomotive and four (4) GP-11 Locomotives.

It is respectfully requested that all counterparts not needed for the Commission's files be returned to the bearer of this letter with the Commission's recordation stamp shown thereon.

Very truly yours,

A handwritten signature in cursive script, appearing to read "R. H. Hughes".

cc: W. H. Sanders

RECORDATION NO. 6935-2

Filed 1425

EIGHTH

JUL 29 1982 12 25 PM

INTERSTATE COMMERCE COMMISSION

**SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT**

**Dated as of July 9, 1982**

**to**

**ILLINOIS CENTRAL GULF RAILROAD  
EQUIPMENT TRUST AGREEMENT, SERIES 3  
DATED AS OF FEBRUARY 15, 1973**

**MORGAN GUARANTY TRUST COMPANY OF NEW YORK, TRUSTEE**

**and**

**ILLINOIS CENTRAL GULF RAILROAD COMPANY**

SUPPLEMENTAL EQUIPMENT TRUST AGREEMENT, dated as of July 9, 1982, by and between MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation duly organized and existing under the laws of the State of New York (hereinafter called the Trustee), and ILLINOIS CENTRAL GULF RAILROAD COMPANY (as successor to Illinois Central Railroad Company), a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the Company):

WHEREAS, in accordance with the provisions of a certain Equipment Trust Agreement, dated as of February 15, 1973, by and between the Trustee and the Company (hereinafter called the Agreement), certain railroad equipment (hereinafter called the Trust Equipment) has been transferred to the Trustee and the title thereto vested in the Trustee; and the Trust Equipment was leased by the Trustee to the Company for the term and the rental and upon the conditions therein provided, which said Agreement constitutes Illinois Central Gulf Equipment Trust, Series 3; and

WHEREAS, said Agreement provides that sums paid to the Trustee (a) under the third full paragraph of Section 3.4 of Article III of the Agreement, together with any deposited cash then held (b) under the second full paragraph of Section 4.9 of Article IV of the Agreement and (c) under the first full paragraph of Section 4.7 of Article IV of the Agreement shall be applied by the Trustee to the Purchase of other railroad equipment; and

WHEREAS, the Trustee now holds sums arising from one or more sources listed in the preceding WHEREAS clause and the Company desires to cause to be vested in the Trustee the title to additional railroad equipment (hereinafter called Additional Trust Equipment), approved by the Company as to its qualification as substitute Equipment, to be acquired with funds in possession of the Trustee as aforesaid;

NOW, THEREFORE, for and in consideration of the rents hereinafter provided for and the covenants herein contained, this Supplemental Equipment Trust Agreement WITNESSETH as follows:

#### ARTICLE I

The Company does hereby cause to be sold, assigned, transferred and set over unto the Trustee, as Trustee for the owners of Illinois Central Gulf Equipment Trust Certificates, Series 3, the Additional Trust Equipment described in ARTICLE II hereof. The Company will deliver or cause to be delivered the said Additional Trust Equipment in accordance with the provisions of Section 3.1 of ARTICLE III of the said Agreement.

#### ARTICLE II

The Trustee, acting in pursuance of the aforesaid Agreement, has let and leased and does hereby let and lease to

The Company the following Additional Trust Equipment (first put into service after February, 1980 ) of Illinois Central Gulf Equipment Trust, Series 3 , to wit:

<u>Unit Number</u>	<u>Description</u>	<u>Present Fair Value</u>
2010	SD-20 Locomotive	\$ 453,656
8727-8730 Inclusive	GP-11 Locomotive	1,696,564
Total - 5		<hr/> \$2,150,220

### ARTICLE III

The equipment described in ARTICLE II replaces, in whole or in part, certain railroad equipment originally let and leased under the Agreement, which has been destroyed. Such equipment includes in addition to that previously deleted from the Trust, the cars set out in Schedule A, attached hereto.

### ARTICLE IV

The Trustee and the Company covenant and agree that the lease of the Additional Trust Equipment as provided in ARTICLE II hereof shall be upon and subject to the terms and conditions of the said Agreement, and such Additional Trust Equipment shall be part of the Trust Equipment, subject to all the terms and conditions of the said Lease and of the said Agreement in all respects as though it had been part of the original Trust Equipment specifically described in the said Lease.

### ARTICLE V

The Company, with all convenient speed, will cause this Supplemental Equipment Trust Agreement to be duly filed and recorded with the Interstate Commerce Commission in accordance with the provisions of Section 11303 of the Revised Interstate Commerce Act and will promptly furnish to the Trustee evidence of such filing and recordation and an opinion of counsel for the Company with respect thereto satisfactory to the Trustee. The Company covenants and agrees to pay the expenses connected with the preparation, execution, recording, registration and filing hereof and of any instruments executed under the provisions hereof.

ARTICLE VI

This Agreement may be simultaneously executed in any number of counterparts, each of which, so executed, shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee and the Company have caused their names to be signed hereto and their respective corporate seals to be hereto affixed, duly attested, as of the day and year first above written.


MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK



Trust Officer

E. B. Kowalewski

ATTEST:



Assistant Secretary

E. M. Gaudioso

ILLINOIS CENTRAL GULF RAILROAD COMPANY



Treasurer

ATTEST:



Assistant Secretary

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) SS

On this 28 day of July 1982, before me personally appeared M. H. Kowalewski, to me personally known, who, being by me duly sworn, says that he is a Trust Officer of Morgan Guaranty Trust Company of New York, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sue Scalzone  
Notary Public

My Commission expires:

SUE SCALZONE  
NOTARY PUBLIC, State of New York  
No. ST-4649545  
Qualified in New York County  
Commission Expires March 30, 1983

STATE OF ILLINOIS )  
COUNTY OF C O O K ) SS

On this 9th day of July, 1982, before me, personally appeared SANDOR A. LOEVY, to me personally known, who, being by me duly sworn, says that he is Treasurer of Illinois Central Gulf Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Mary Ann Melonczyk  
Notary Public

My Commission expires: 9-24-84

ILLINOIS CENTRAL GULF EQUIPMENT TRUST, SERIES 3  
CARS TO BE DELETED FROM TRUST

SCHEDULE A

<u>Car Number</u>	<u>Description</u>	<u>Car Number</u>	<u>Description</u>
IC 400712	50-Ton Boxcar	IC 523498	50-Ton Boxcar
		523499	"
IC 523335	"	523504	"
523339	"	523505	"
523342	"	523506	"
523369	"	523507	"
523383	"	523508	"
523384	"	523509	"
523385	"	523510	"
523386	"	523511	"
523387	"	523512	"
523396	"	523513	"
523407	"	523515	"
523426	"	523516	"
523430	"	523517	"
523439	"	523518	"
523440	"	523519	"
523442	"	523520	"
523443	"	523521	"
523447	"	523522	"
523450	"	523523	"
523464	"	523524	"
523467	"		
523473	"	524289	"
523474	"	524387	"
523475	"	524389	"
523476	"	524390	"
523477	"	524391	"
523479	"	524393	"
523480	"	524395	"
523481	"	524396	"
523483	"	524397	"
523484	"	524398	"
523485	"	524399	"
523487	"	524400	"
523489	"	524402	"
523490	"	524403	"
523491	"	524404	"
523492	"	524405	"
523493	"	524407	"
523494	"	524409	"
523495	"	424410	"
523496	"	424412	"
523497	"	524413	"
		524414	"
		524415	"
		524416	"
		524417	"
		524418	"
		524419	"



<u>Car Number</u>	<u>Description</u>
IC 524420	50-Ton Boxcar
524421	"
524422	"
524423	"
524425	"
524426	"
524429	"
524430	"
524431	"
524432	"
524433	"
524434	"
524435	"
524436	"
524438	"
524439	"
524441	"
524442	"
524445	"
524449	"
524450	"
524451	"
524453	"
524455	"
524458	"
524459	"
524460	"
524462	"
524463	"
524464	"
524465	"
524466	"
524469	"
524470	"
524471	"
524472	"
524473	"
524475	"
524476	"
524479	"
524480	"
524481	"
524482	"
524483	"
524484	"
524485	"
524486	"
524487	"
524488	"
524490	"
524491	"
524492	"

<u>Car Number</u>	<u>Description</u>
IC 524493	50-Ton Boxcar
524494	"
524495	"
524497	"
524498	"
524501	"
524502	"
524503	"
524504	"
524506	"
524509	"
524510	"
524511	"
524514	"
524515	"
524516	"
524517	"
524518	"
524519	"
524520	"
524523	"
524525	"
524527	"
524528	"
524530	"
524531	"
524532	"
524533	"
524535	"
524536	"
524538	"
524539	"
524540	"
524541	"
524542	"
524543	"
524544	"
524546	"
524550	"
524551	"
524552	"
524553	"
524554	"
524556	"
524558	"
524559	"
524561	"
524563	"
524565	"
524566	"
524567	"
524568	"

<u>Car Number</u>	<u>Description</u>
IC 524569	50-Ton Boxcar
524570	"
524571	"
524573	"
524574	"
524576	"
524577	"
524578	"
524579	"
524583	"
524584	"
524585	"
524587	"
524588	"
524590	"
524593	"
524595	"
524596	"
524598	"
524599	"
524600	"
524603	"
524604	"
524605	"
524606	"
524607	"
524608	"
524609	"
524610	"
524611	"
524614	"
524615	"
524616	"
525238	"
525239	"
525240	"
525241	"
525242	"
525243	"
525244	"
525246	"
525249	"
525250	"
525251	"
525253	"
525255	"
525259	"
525261	"
525262	"
525263	"
525705	"

<u>Car Number</u>	<u>Description</u>
IC 525707	50-Ton Boxcar
525709	"
525710	"
525713	"
525714	"
525715	"
525718	"
525720	"
525721	"
525724	"
525725	"
525726	"
525727	"
525728	"
525730	"
573954	"
573956	"
573958	"
573959	"
573960	"
573961	"
573962	"
573963	"
573964	"
574033	"
574034	"
574035	"
574036	"
574038	"
574043	"
574044	"
574046	"
574049	"
574050	"
574051	"
574052	"
523525	"
523526	"
523527	"
523530	"
523531	"

TOTAL UNITS: 288